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12 Attorney for Defendant Alliance
Bearing Industries, Inc.

13
14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA
16

17 SKF USA Inc.,

18 Plaintiff,

19 v.

20 Alliance Bearing Industries, Inc. and
Does 1 – 10, inclusive,

21 Defendants.

} Case No. CV 08-4129 SVW (FFMx)

} PRELIMINARY INJUNCTION

22 Plaintiff SKF USA, Inc. (“SKF”) and Defendant Alliance Bearings Industries,
23 Inc. (“Defendant”), through their respective counsel of record, after having met and
24 agreed in good faith, hereby and stipulate to the following terms and conditions of a
25 Preliminary Injunction:

26 GOOD CAUSE APPEARING THEREFOR, THE COURT ORDERS that this
27 Preliminary Injunction (“Injunction”) shall be and is hereby entered in the within
28 action as follows:

1) SKF owns or controls the pertinent rights in and to the following trademarks (hereinafter collectively the “SKF Trademarks”):

<u>Mark:</u>	<u>Registration/Serial No.:</u>	<u>Registration Date:</u>
SKF®	502839	1948
SKF®	502840	1948
SKF® & Design	2053722	1997
SKF® & Design	3370941	2008
SKF EXPLORER™	Serial No. 78830899	Filed 2006

All of the SKF Trademarks are current and in full force and effect.

2) WHEREAS SKF contends Defendant engaged in the purchase, importation, offer for sale, sale and distribution of counterfeit SKF branded bearings and packaging.

3) WHEREAS Defendant denies such contentions.

4) Defendant and its agents, servants, employees and attorneys, and all persons in active concert and participation with it are hereby restrained and enjoined from directly or indirectly infringing the SKF Trademarks in any manner, including generally, but not limited to, manufacture, importation, distribution, shipping, advertising, selling and/or offering for sale any counterfeit or unauthorized products using, bearing or embodying any of the SKF Trademarks or marks confusingly similar to the SKF Trademarks (“Unauthorized Products”), and specifically:

a) Importing, manufacturing, distributing, advertising, shipping, transporting, selling and/or offering for sale the Unauthorized Products or any other unauthorized products which picture, reproduce, copy or use the likenesses of or bear a substantial similarity to any of the SKF Trademarks;

b) Importing, manufacturing, distributing, advertising, shipping, transporting, selling and/or offering for sale in connection thereto any

1 unauthorized promotional materials, labels, packaging or containers which
2 picture, reproduce, copy or use the likenesses of or bear a substantial similarity
3 to any of the SKF Trademarks;

4 c) Destroying, relocating or otherwise disposing of:

5 i) Merchandise falsely bearing the SKF Trademarks;

6 ii) Any other products which picture, reproduce, copy or use the
7 likenesses of or bear a substantial similarity to any of the SKF
8 Trademarks;

9 iii) Any labels, packages, wrappers, containers or any other
10 unauthorized promotion or advertising material item which reproduces,
11 copies, counterfeits, imitates or bears any of the SKF Trademarks;

12 iv) Any molds, screens, patterns, plates, negatives or other elements
13 used for making or manufacturing products bearing any of the SKF
14 Trademarks; and

15 v) Customer journals, ledgers, invoices, purchase orders, inventory
16 control documents, and catalogs, reasonably believed to reflect or reveal
17 the manufacture, purchase, advertising, sale or offering for sale of the
18 Unauthorized Products.

19 5) Defendant further agrees to preserve during the pendency of this action:

20 a) All Unauthorized Products bearing the SKF Trademarks, or likenesses
21 thereof;

22 b) Any other unauthorized products which reproduce, copy, counterfeit,
23 imitate or bear any of the SKF Trademarks or which picture, reproduce, copy or
24 use the likeness of or bear a substantial similarity to any of the SKF
25 Trademarks;

26 c) Any labels, packages, wrappers, containers and any other unauthorized
27 promotional or advertising material which reproduce, copy, counterfeit, imitate
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1 or bear any of the SKF Trademarks or which picture, reproduce, copy or use the
2 likeness of or bear a substantial similarity to any of the SKF Trademarks;

3 d) Any molds, screens, patterns, plates, or negatives, used for making or
4 manufacturing the Unauthorized Products or unauthorized items which bear the
5 SKF Trademarks or which bear a substantial similarity to any of the SKF
6 Trademarks; and

7 e) Customer journals, ledgers, invoices, purchase orders, inventory control
8 documents, and catalogs, reasonably believed to reflect or reveal the
9 manufacture, purchase, advertising, sale or offering for sale of the Unauthorized
10 Products.

11 6) SKF will post a bond in the amount of Twenty-Five Thousand Dollars
12 (\$25,000.00) within twenty (20) business days of the entry of the Injunction on
13 PACER.

14 7) This Injunction shall be deemed to have been served upon Defendant at the time
15 of its execution by the Court.

16 8) The hearing on SKF's Motion for Preliminary Injunction currently on calendar
17 for January 26, 2009, is hereby vacated.

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1 9) By entering into this Stipulation for a Preliminary Injunction, Defendant does
2 not admit to any wrongdoing or liability relating to the claims asserted or the subject
3 matter of this Injunction. This Stipulation shall not be construed as an admission of
4 liability or a waiver by any Party as to the merits, claims, and/or defenses in this
5 action.

6 IT IS SO ORDERED.

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10 DATED: January 23, 2009



Hon. Stephen V. Wilson
United States District Judge

11 PRESENTED BY:
12 J. Andrew Coombs,
13 A Professional Corp.

14 By: _____
15 J. Andrew Coombs
16 Annie S. Wang
Attorneys for Plaintiff SKF USA Inc.

17 Johnson & Pham, LLP

18 By: _____
19 Christopher Q. Pham
20 Attorney for Defendant Alliance
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